



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 01, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR  
PENNSYLVANIA AVENUE FROM MONTROSE AVENUE TO MARKRIDGE ROAD MARKRIDGE  
ROAD FROM PENNSYLVANIA AVENUE TO QUAIL CANYON ROAD  
ROAD PAVEMENT IMPROVEMENT PROJECT  
CITY OF GLENDALE – COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF LA CRESCENTA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve the cooperative agreement between the City of Glendale and the County of Los Angeles to provide financing and delegation of responsibilities for a road pavement improvement project on Pennsylvania Avenue from Montrose Avenue to Markridge Road and Markridge Road from Pennsylvania Avenue to Quail Canyon Road. The project will be administered by the City.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Pennsylvania Avenue from Montrose Avenue to Markridge Road and Markridge Road from Pennsylvania Avenue to Quail Canyon Road project is categorically exempt from the California Environmental Quality Act.

2. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement between the City of Glendale and the County of Los Angeles to provide financing and delegation of responsibilities for the project. The cooperative agreement provides for the City of Glendale to perform the preliminary engineering and final design and to administer construction of the project, with the County and City of Glendale to finance their respective jurisdictional shares of the construction cost. The total project cost is currently estimated to be \$3,326,000 with the City of Glendale's share being \$1,663,000 and the County of Los Angeles' share being \$1,663,000.

3. Authorize the Director of Public Works or her designee to approve up to 10 percent of the County's estimated jurisdictional share, equal to \$166,300, for any costs of unforeseen items that may occur, thereby increasing the maximum County's contribution from \$1, 663,000 to \$1,829,300.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain approval of the project and for the Board to approve the enclosed cooperative agreement with the City of Glendale. The City and the County propose to improve the pavement on portions of Pennsylvania Avenue and Markridge Road that are jurisdictionally shared between the City and the County by cold milling the existing pavement; repaving; and constructing or modifying curb and gutter, curb ramps, sidewalks, and driveways.

The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project and for the County to pay its jurisdictional share of the project cost.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By improving the roadways, residents of the City, neighboring cities, and the unincorporated County communities who travel on these streets will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$3,326,000 with the City's share estimated to be \$1,663,000 and the County's share estimated to be \$1,663,000. The necessary funds required to finance the County's share plus the contingency of \$166,300 for unforeseen items is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund and Proposition C Local Return Fund Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

**ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2, 14, 18, and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for resurfacing roadway pavement; reconstruction of existing sidewalk, curbs, and gutters; new street drainage facilities that do not discharge onto private property; and maintenance of existing roadway facilities.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The improvement of Pennsylvania Avenue and Markridge Road is needed to improve the roadway pavement and appurtenant street facilities.

The project is tentatively scheduled to begin construction in the spring of 2015 and be completed in the fall of 2015.

**CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF GLENDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, Pennsylvania Avenue from Montrose Avenue to Markridge Road and Markridge Road from Pennsylvania Avenue to Quail Canyon Road are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the following street segments that are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (feet)	Jurisdiction Shared
Pennsylvania Avenue–Montrose Avenue to Markridge Road	Cold mill and replace	534-F1, 504-F5	5280	CITY and COUNTY
Markridge Road–Pennsylvania Avenue to Quail Canyon Road	Cold mill and replace	504-F5	262	CITY and COUNTY

WHEREAS, the work will consist of cold milling and resurfacing the existing pavement; placing asphalt rubber aggregate membrane leveling course and constructing an asphalt rubber gap-graded bonded wearing course over the leveling course; constructing or modifying curb ramps and curb drains at various locations; removing and planting new trees in parkways and tree wells; repairing and lining sanitary sewer main and lateral connections; utility adjustments; and installing new traffic striping and pavement markings in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction, which work is hereinafter referred to as ROAD IMPROVEMENTS; and

WHEREAS, the work will further include modification of existing traffic signals and other pertinent work at the following three intersections. The proposed improvements which are jurisdictionally shared between CITY, COUNTY, and the California Department of Transportation hereinafter referred to as Caltrans are worthwhile and of general CITY and COUNTY interest; therefore, the work will be performed at no cost to Caltrans, which work is hereinafter referred to as TRAFFIC SIGNALS; and

Intersection	Thomas Guide	Jurisdiction Shared	Maintained By	Maintenance Agreement
Pennsylvania Avenue at Foothill Boulevard	504-F7	County 50% Glendale 50%	County	Agmt. 41198 TS 1802
Pennsylvania Avenue at 210 Freeway Westbound on- and off-ramps	534-F1	Caltrans 50% County 25% Glendale 25%	County	Agmt. 41198 TS 2164 Caltrans 10646
Pennsylvania Avenue at 210 Freeway Eastbound on- and off-ramps	534-F1	Caltrans 50% County 25% Glendale 25%	County	Agmt. 41198 TS 2165 Caltrans 10646

WHEREAS, ROADWAY IMPROVEMENTS and TRAFFIC SIGNALS together are hereinafter referred to as PROJECT; and

WHEREAS, nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S JURISDICTION under the terms and conditions set forth in Traffic Signal Maintenance Agreements 41198 and 10646 between the CITY and COUNTY and between Caltrans and COUNTY, respectively; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named Pennsylvania Avenue Rehabilitation Project, may include work on other street segments in CITY'S JURISDICTION that are not mentioned in this AGREEMENT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the preliminary engineering and final design, advertise the PROJECT for construction bids, construction inspection, materials testing, construction survey, and administration of construction contract for PROJECT; and

WHEREAS, CITY and COUNTY are willing to equally finance Caltrans' jurisdictional share of the cost of the traffic signal modification for the intersection of Pennsylvania Avenue and Interstate 210 Freeway westbound on- and off-ramps and eastbound on- and off-ramps currently estimated to be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00); and

WHEREAS, the sum of COST OF TRAFFIC SIGNALS and COST OF ROADWAY IMPROVEMENTS (as defined in paragraph 1) c., and 1) e., of this AGREEMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 50 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 50 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective jurisdictional shares of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) c., below; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT, as defined herein, is currently estimated to be Three Million Three Hundred Twenty-Six Thousand and 00/100 Dollars (\$3,326,000.00) with CITY'S estimated share being One Million Six Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,663,000.00) and COUNTY'S estimated share being One Million Six Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,663,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the portion of Pennsylvania Avenue from Montrose Avenue to Markridge Road and Markridge Road from Pennsylvania Avenue to Quail Canyon Road within the geographical boundary of the CITY and the unincorporated COUNTY areas.
- b. COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN as referred to in this AGREEMENT shall include the costs of environmental documentation, design survey, soil report, traffic index, and geometric investigation; preparation of plans, specifications, cost estimates, and right of way and clearance matters; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF

CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- e. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the construction contractor(s) for PROJECT, the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the costs of any additional unforeseen work that is necessary for the construction of PROJECT.
- f. COST OF CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, making necessary arrangements for relocation of utility facilities, and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- g. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the sum of COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and cost of construction contingencies and all other work necessary to construct PROJECT in accordance with the approved plans.
- h. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and an electronic notification to COUNTY'S Head of the Permit Section, Mr. Sam Chinn, at (626) 458-4940 or schinn@dpw.lacounty.gov,

that the improvements within COUNTY'S JURISDICTION are transferred to COUNTY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING AND FINAL DESIGN for PROJECT.
- b. To finance 50 percent of Caltrans' jurisdictional share of the cost of the traffic signal modification for the intersection of Pennsylvania Avenue and Interstate 210 Freeway westbound on- and off-ramps and eastbound on- and off-ramps, currently estimated to be Seventy Five Thousand and 00/100 Dollars (\$75,000.00) which has already been included in the Engineer's Estimate (known as COST OF CONSTRUCTION CONTRACT).
- c. To finance CITY'S jurisdictional share of the COST OF PROJECT, currently estimated to be One Million Six Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,663,000.00), the actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- d. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY'S JURISDICTION as part of PROJECT.
- e. To obtain permit application by accessing website <http://dpw.lacounty.gov/spats/public/> and complete permit application for encroachment, excavation, and construction work, including a certificate of liability insurance and acknowledgement of best management practices and submitting complete package at no cost to the CITY to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, California 91803, to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- f. To advertise PROJECT for construction bids, to award and to administer the CONSTRUCTION CONTRACT, to do all things necessary and proper to complete PROJECT, and to act on behalf of the COUNTY in all negotiations pertaining thereto.
- g. To ensure that the COUNTY, all officers, employees, and agents of the COUNTY are named as additional insured parties under the construction contractors' Contractor General Liability and Automobile insurance policies for all work in connection with PROJECT, including coverage for ongoing operations and completed operations.



- h. To furnish COUNTY within one hundred twenty (120) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
  - i. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
  - j. To act as COUNTY'S attorney-in-fact for the purpose of implementing the PROJECT within COUNTY'S JURISDICTION and in all things necessary and proper to complete PROJECT.
  - k. To ensure construction contract provides COUNTY with all indemnity provisions granted to CITY. If CITY requires construction contract to name CITY as an insured for the PROJECT, then CITY will require COUNTY be named as well.
  - l. To furnish COUNTY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
  - m. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT.
  - n. To provide all change orders for PROJECT within COUNTY'S JURISDICTION to COUNTY in a timely manner via electronic mail notification to the COUNTY inspector/office engineer assigned to the PROJECT. If COUNTY does not respond within ten (10) calendar days, CITY may proceed with change orders.
  - o. To provide as-built plans to COUNTY upon completion of PROJECT and final inspection and acceptance by COUNTY that the improvements within COUNTY'S JURISDICTION has been constructed to COUNTY'S satisfaction in accordance with said plans and specifications approved by CITY and COUNTY.
  - p. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS constructed as part of PROJECT within CITY'S JURISDICTION.
- 3) COUNTY AGREES:
- a. To finance 50 percent of Caltrans' jurisdictional share of the cost of the traffic signal modification for the intersection of Pennsylvania Avenue and

Interstate 210 Freeway westbound on- and off-ramps and eastbound on- and off-ramps, currently estimated to be Seventy Five Thousand and 00/100 Dollars (\$75,000.00) which has already been included in the Engineer's Estimate (known as COST OF CONSTRUCTION CONTRACT).

- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, currently estimated to be One Million Six Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,663,000.00). Notwithstanding any of the provisions herein, COUNTY'S COST OF PROJECT shall not exceed One Million Six Hundred Sixty-Three Thousand and 00/100 Dollars (\$1,663,000.00) unless approved in advance, by the COUNTY.
- c. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY, COUNTY funds in the amount of One Hundred Sixty-Six Thousand Three Hundred and 00/100 Dollars (\$166,300.00), which is equivalent to 10 percent of the COUNTY'S estimated jurisdictional share of COST OF PROJECT, which amount is the estimated cost to finance the COUNTY'S jurisdictional share of the cost of PRELIMINARY ENGINEERING AND FINAL DESIGN. Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- d. To deposit with the CITY, following execution of this AGREEMENT and upon demand by CITY but in no event earlier than thirty (30) calendar days prior to advertisement of PROJECT for construction bids, additional COUNTY funds in the amount of One Million Four Hundred Ninety-Six Thousand Seven Hundred and 00/100 Dollars (\$1,496,700.00) to finance the remaining portion of the COUNTY'S jurisdictional share of COST OF PROJECT. Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY. The actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- e. To deposit with the CITY, following the bid opening and pre-approval of the responsive low bidder by CITY and COUNTY, additional funds up to maximum of five (5) percent of the COUNTY'S jurisdictional share of the COST OF CONSTRUCTION CONTRACT if the low bid amount provided by the responsible low bidder exceeds the Engineer's Estimate, also known as COST OF CONSTRUCTION CONTRACT, which cost is currently estimated to be Two Million Six Hundred Sixty-One Thousand and 00/100 Dollars (\$2,661,000.00).
- f. To grant the CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for the construction of PROJECT at no cost to the CITY to the extent not already provided by law.

- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
  - h. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION.
  - i. To cooperate with the CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY streets or on COUNTY property, the COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. The COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities as needed to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
  - j. To maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION beginning upon completion of PROJECT.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Upon completion of PROJECT, the aforementioned traffic signals modified or reconstructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreements 41198 and 10646 between the CITY and COUNTY and between Caltrans and COUNTY, respectively.
  - b. This assignment shall not obligate CITY and COUNTY to commence with the PROJECT or obligate CITY to issue advertising for construction bids or approve or commence with the PROJECT. Further, neither CITY nor COUNTY is agreeing to commence with any aspect of the PROJECT, including but not limited to, PRELIMINARY ENGINEERING AND FINAL DESIGN until the requirements of the California Environmental Quality Act have been satisfied. Execution of this agreement is merely an agreement by CITY and COUNTY as to how PROJECT costs and responsibilities will be allocated, reserving for subsequent City Council and County Board of

Supervisors' action their respective rights and obligations to exercise final discretion and approval regarding the PROJECT.

- c. The final accounting of the actual COST OF PROJECT shall allocate said total cost between the CITY and the COUNTY based on the physical location of the work performed. Thus, the cost of all work performed, including COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs incidental to PROJECT work within CITY'S JURISDICTION shall constitute CITY'S jurisdictional share of COST OF PROJECT. The COST OF PRELIMINARY ENGINEERING AND FINAL DESIGN, COST OF CONSTRUCTION CONTRACT, COST OF CONSTRUCTION ADMINISTRATION, and costs incidental to PROJECT work performed within COUNTY'S JURISDICTION, shall constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
- d. If at final accounting COUNTY'S jurisdictional share of TOTAL COST OF PROJECT exceeds COUNTY'S total deposit, as set forth in paragraph 3) b. and c., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by the CITY. Conversely, if the required COUNTY funds are less than said COUNTY'S deposit, CITY shall refund the difference to COUNTY within thirty (30) calendar days of the date CITY furnished COUNTY with the final accounting.
- e. COUNTY shall review the billing invoice prepared by the CITY for COUNTY payment, as set forth in paragraph 4) c., above, and report in writing any discrepancies to CITY within (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- f. During construction of the PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. The COUNTY may also furnish, at no cost to the CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be cancelled, amended, or modified only by mutual written consent of the CITY and the COUNTY. Amendments and

modification of a nonmaterial nature may be made by the mutual written consent of the parties.

- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Scott Ochoa  
City Manager  
City of Glendale  
613 East Broadway, Room 200  
Glendale, CA 91206-4308

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- i. Other than as provided below, neither COUNTY nor any officer or employee of the COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend, and hold the COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT.
- j. Neither the COUNTY nor any officer or employee of the COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S geographical limits, including but not limited to liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold the COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to

42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT.
- l. Neither the CITY nor any officer or employee of the CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S geographical limits, including but not limited to liability under CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold the CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA and California Health and Safety Code Section 25364.
- m. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF GLENDALE on February 19, 2014, and by the COUNTY OF LOS ANGELES on April 1, 2014.

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy



COUNTY OF LOS ANGELES

By [Signature]  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By [Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

**#27 APR 01 2014**

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

CITY OF GLENDALE

By [Signature]  
Mayor

Date 2-19-14

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature] 2/18/14  
City Attorney



# PENNSYLVANIA AVE. - MONTROSE AVE. TO MARKRIDGE RD.

## SUMMARY OF PRELIMINARY ENGINEER'S ESTIMATE COST SHARING AGREEMENT BETWEEN GLENDALE & LA COUNTY

No.	Description	Construction Estimate	Construction Contingency (10%)	Design & Inspection (15%)	Total
1	Pennsylvania Ave - Montrose to Markridge	\$ 2,642,000	\$ 264,200	\$ 396,300	\$ 3,302,500
2	Markridge Road - Pennsylvania to Quail Canyon	\$ 23,000	\$ 2,300	\$ 3,450	\$ 28,750
<b>A</b>	<b>Total Estimated Project Cost</b>	<b>\$ 2,665,000</b>	<b>\$ 266,500</b>	<b>\$ 399,750</b>	<b>\$ 3,331,250</b>
<b>B</b>	<b>Total Estimated County Share</b>				<b>\$ 1,665,625</b>
<b>C</b>	<b>Cost Sharing Agreement Amount</b>	<b>\$ 1,245,000</b>	<b>\$ 166,000</b>	<b>\$ 249,000</b>	<b>\$ 1,660,000</b>

### Notes:

1	The preliminary estimate is based on reconstruction of the asphalt pavement (System 3: 1.25" ARHM over 3/8" ARAM over 3/4" AC Leveling Course)
2	Construction Contingency is 10% due to preliminary nature of the estimate and project
3	County to be billed based on actual construction costs plus 15% for Glendale design engineering and construction inspection.

# PENNSYLVANIA AVE. - MONTROSE AVE. TO MARKRIDGE RD.

## PRELIMINARY ENGINEER'S ESTIMATE

NO.	Description	Quantity		Unit	Unit Cost	Amount	
		City of Glendale	LA County			City of Glendale	LA County
1	Pavement Removal and Grading	75	75	CY	\$80.00	\$6,000.00	\$6,000.00
2	P.C.C. Curb	300	300	LF	\$35.00	\$10,500.00	\$10,500.00
3	Integral P.C.C. Curb and Gutter	3,150	3,150	LF	\$40.00	\$126,000.00	\$126,000.00
4	4-inch P.C.C. Pavement	10,000	10,000	SF	\$6.00	\$60,000.00	\$60,000.00
5	5-inch P.C.C. Pavement	3,250	3,250	SF	\$7.00	\$22,750.00	\$22,750.00
6	6-inch P.C.C. Pavement	5,000	5,000	SF	\$8.00	\$40,000.00	\$40,000.00
7	Install Cast-In-Place Detectable Warning Surface on ADA Curb Ramps	40	40	EA	\$500.00	\$20,000.00	\$20,000.00
8	Pavement Removal 1-Inch Thick Surface Plane	26,600	26,600	SY	\$2.50	\$66,500.00	\$66,500.00
9	Pavement Removal, 6-Foot Header Cut	9,075	9,075	LF	\$2.00	\$18,150.00	\$18,150.00
10	Asphalt Concrete Pavement	1,125	1,125	TONS	\$95.00	\$106,875.00	\$106,875.00
11	Asphalt Concrete Pavement, Temporary	50	50	TONS	\$100.00	\$5,000.00	\$5,000.00
12	Asphalt Rubber Hot Mix Pavement (ARHM)	1,875	1,875	TONS	\$100.00	\$187,500.00	\$187,500.00
13	Asphalt Rubber Aggregate Membrane (ARAM)	26,600	26,600	SY	\$9.00	\$239,400.00	\$239,400.00
14	Crushed Miscellaneous Base	250	250	TONS	\$50.00	\$12,500.00	\$12,500.00
15	Adjust Manhole Frame and Cover Set	25	25	EA	\$500.00	\$12,500.00	\$12,500.00
16	Adjust GWP Water Valve Box and Cover	16	16	EA	\$300.00	\$4,800.00	\$4,800.00
17	Adjust GWP Utility Vault	8	8	EA	\$3,500.00	\$28,000.00	\$28,000.00
18	Relocate Utility Vault	2	2	EA	\$15,000.00	\$30,000.00	\$30,000.00
19	Traffic Signal Modification for an Intersection	2	2	EA	\$150,000.00	\$300,000.00	\$300,000.00
20	Street Striping	1	1	LS	\$25,000.00	\$25,000.00	\$25,000.00
A	<b>Estimated Construction Cost :</b>						\$1,321,000
B	<b>Construction Contingency - 10% :</b>						\$132,100
D	<b>Engineering and Inspection Cost - 15% :</b>						\$198,150
E	<b>Total Estimated Project Cost :</b>						\$1,651,250
F	<b>Say :</b>						\$1,652,000

# MARKRIDGE RD. PENNSYLVANIA AVE. TO QUAIL CANYON RD.

## PRELIMINARY ENGINEER'S ESTIMATE

NO.	Description	Quantity		Unit	Unit Cost	Amount	
		City of Glendale	LA County			City of Glendale	LA County
1	Integral P.C.C. Curb and Gutter	25	25	LF	\$40.00	\$1,000.00	\$1,000.00
2	4-inch P.C.C. Pavement	50	50	SF	\$6.00	\$300.00	\$300.00
3	Pavement Removal 1-Inch Thick Surface Plane	273	273	SY	\$2.50	\$682.50	\$682.50
4	Pavement Removal, 6-Foot Header Cut	165	165	LF	\$2.00	\$330.00	\$330.00
5	Asphalt Concrete Pavement	13	13	TONS	\$95.00	\$1,235.00	\$1,235.00
6	Asphalt Concrete Pavement, Temporary	5	5	TONS	\$100.00	\$500.00	\$500.00
7	Asphalt Rubber Hot Mix Pavement (ARHM)	20	20	TONS	\$100.00	\$2,000.00	\$2,000.00
8	Asphalt Rubber Aggregate Membrane (ARAM)	273	273	SY	\$9.00	\$2,457.00	\$2,457.00
9	Crushed Miscellaneous Base	5	5	TONS	\$50.00	\$250.00	\$250.00
10	Adjust Manhole Frame and Cover Set	1	1	EA	\$500.00	\$500.00	\$500.00
<b>A</b>	<b>Estimated Construction Cost :</b>					\$9,255	\$9,255
<b>B</b>	<b>Construction Contingency - 10% :</b>					\$925	\$925
<b>D</b>	<b>Engineering and Inspection Cost - 15% :</b>					\$1,388	\$1,388
<b>E</b>	<b>Total Estimated Project Cost :</b>					\$11,568	\$11,568
<b>F</b>	<b>Say :</b>					\$11,500	\$11,500

### Note:

- The preliminary estimate is based on reconstruction of the asphalt pavement ( System 3 - 1.25" ARHM over 3/8" ARAM over 3/4" AC Leveling Course)
- Construction Contingency is 10% due to preliminary nature of the estimate and project
- Estimate based on visual field investigation only.

### Scope of the Work

- Surface plane the existing asphalt concrete pavement;
- Resurface with Asphalt Rubber Hot Mix Pavement (ARHM) over Asphalt Rubber Aggregate Membrane (ARAM);
- Replace of existing curbs and gutters with new integral curb and gutter, where necessary;
- Replace of driveway apron, where necessary;
- Reconstruct of wheelchair ramps and install of Cast-in-Place Detectable Warning Surfaces, where necessary;
- Application of traffic striping and pavement markings;